

C89-176

A.G. Contract No. KR89-0563-TRD
ECS File: JPA-89-68
Project: RBA 600-1-506
TRAC: 101 L MA 51H2499 01C
Section: 12c

INTERGOVERNMENTAL AGREEMENT

BETWEEN
THE STATE OF ARIZONA
AND
THE CITY OF TEMPE

THIS AGREEMENT is entered into Sept. 5, 1989, pursuant to Arizona Revised Statutes, Sections 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and the City of Tempe, acting by and through its City Council (the "City").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes Section 28-108 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the State.

2. The City is empowered by Arizona Revised Statutes Section 48-572 and City Charter Section 103 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the City.

3. The City desires the State to make certain improvements to the State's field office site located on Price Road, south of Apache Boulevard. Work will consist of paving a portion of the site to be used temporarily as a bus parking facility, as shown in Exhibit A.

NO. <u>14220</u>
FILED WITH SECRETARY OF STATE
Date Filed <u>9-20-89</u>
<u>Jim Sheen</u> Secretary of State
By <u>B. J. Vernon</u>

II. SCOPE OF WORK:

1. State will:
 - a. Prepare plans and specifications suitable for construction bidding and construction of the project.
 - b. Advertise for bids and award one or more contracts for the installation of asphalt concrete pavement as shown in Exhibit A.
2. City will:
 - a. Reimburse the State for 100% of the actual construction and engineering costs for the installation of pavement as shown on Exhibit A. The estimated cost is \$18,600.
 - b. Be responsible for all contractor claims for additional compensation as a result of the project.

III. MISCELLANEOUS PROVISIONS

1. This agreement shall remain in force and effect until completion of said improvements; provided, however, that this agreement may be cancelled at any time prior to the award of a construction contract, upon thirty (30) days written notice to the other party.
2. This agreement shall become effective upon filing with the Secretary of State.
3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.
4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.
5. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518(B) and (C).

6. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation
Engineering Consultants Services
205 South 17th Avenue, Room 118E
Phoenix, Arizona 85007

City of Tempe
P.O. Box 5002
Tempe, Arizona 85281

7. Attached hereto and incorporated herein is a copy of the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

CITY OF TEMPE

STATE OF ARIZONA
Department of Transportation

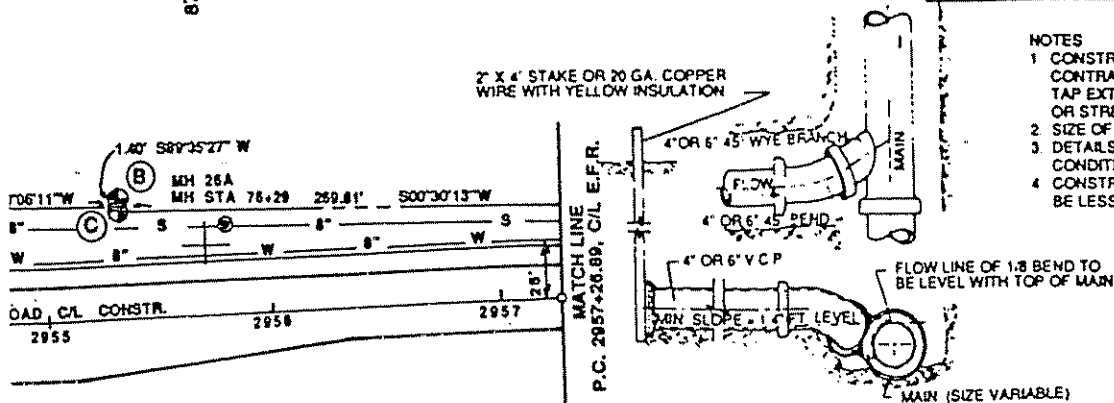
By *Harry E. Mitchell*
HARRY MITCHELL
Mayor

By *Gary K. Robinson*
GARY K. ROBINSON
Chief Deputy State Engineer

Attest: *Helen R. Fowler*
City Clerk

878250

F.H.W.A. REGION	STATE	PROJECT NO.	SHEET NO.	TOTAL SHEETS	AS BUILT
8	ARIZ	RBA - 600 - 1 - 506	143	541	



NOTES

1. CONSTRUCTION DETAIL APPLIES WHERE THE CONTRACTOR BUILDS HOUSE CONNECTION. TAP EXTENDS TO PROPERTY LINE IN ALLEYS OR STREETS OR TO ESMT. LINE.
2. SIZE OF TAP SHALL BE DESIGNATED ON PLANS.
3. DETAILS SHOWN MUST BE MET FOR MINIMUM CONDITION OF LESS THAN 5'-0".
4. CONSTRUCT TAP AT MIN. SLOPE IF COVER WILL BE LESS THAN 5 FEET AT PROPERTY LINE.

INS & OFFSETS
C/L EFR, 37.32' LT.
C/L EFR, 30.64' LT.

CONSTR.

E

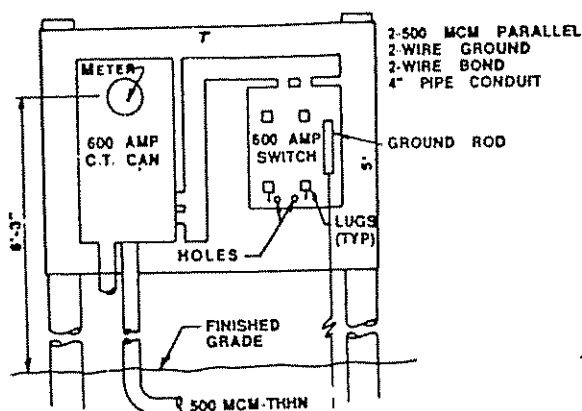
K

120'

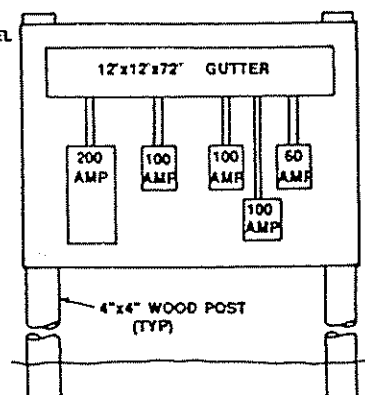
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COORDINATES

POINT NO.	N	E
A	878488.12	508267.13
B	878288.09	508266.77
C	878288.08	508265.37
D	878018.48	508263.00
E	878019.85	508755.71
F	877969.85	508755.85
G	877970.31	508922.17
H	877907.17	508853.29
I	877797.46	508742.11
J	877243.78	508366.91
K	877243.22	508322.50
L	877905.48	508262.01

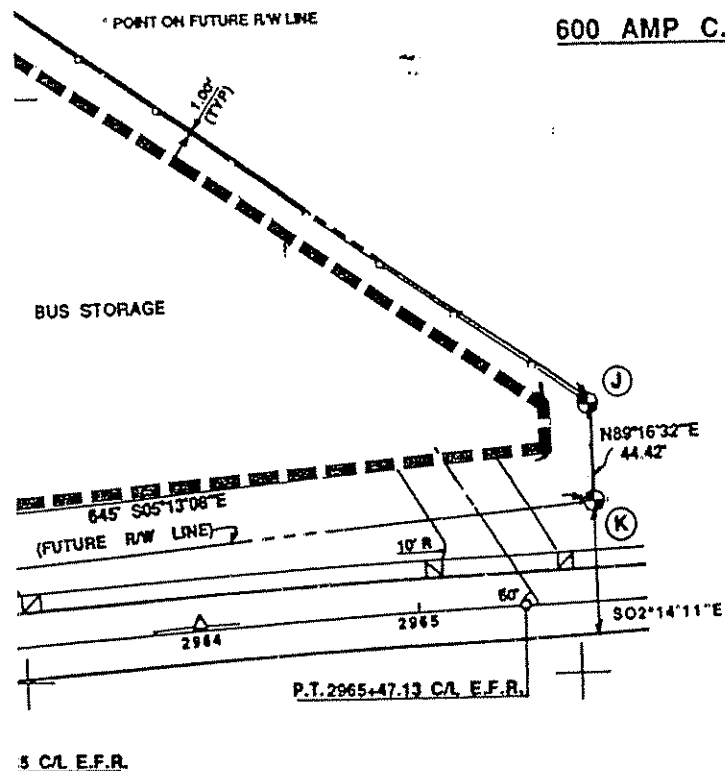


FRONT



BACK

600 AMP C.T. CAN & PANEL 240V SINGLE PHASE BOARD



LEGEND:

- ⊗ VALVE BOX & COVER Dtl. UC - 84
- NO. 7 PULL BOX
- ☼ YARD LIGHT ON 16FT. WOODEN POLE. SYLVANIA MSK 6100 WHPS-120 N TYPE 6 OR EQ.(4 PLACES)
- 6' CHAIN LINK FENCE STD. C-12.20 TYPE I
- ⊙ FUTURE RIGHT OF WAY CORNER



DeLEUW
CATER
De Leuw, Cather & Company
Engineers and Planners

DESIGN
NUR
CHECKED
BAR
NUR
APPROVED
JEM

ARIZONA DEPARTMENT OF TRANSPORTATION
HIGHWAY DIVISION
OUTER LOOP HIGHWAY
RBA - 600 - 1 - 506 FIRST ST - SOUTHERN AVE

SITE PLAN
RED MOUNTAIN FIELD OFFICE

ROUTE SR 117 MILEPOST LOCATION OR STRUCTURE NO. DWG. NO. C-4.5

EXHIBIT A

Paving Area

REDUCED NOT
TO SCALE

508750

878500

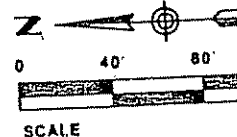
CONNECT 8" VCP
TO EXISTING
MH 25
MH STA 74+02 200.00'

8" VALVE WITH
TAPPING SLEEVE
INSTALL UC - 84
TYPE C-2 LOCKING

EAST FRONTAGE
2954 S01°25'53"

MANHOLE ST
26A POT 2955+78.1
26 POC 2952+07.1

STA 2952+81.42 E. FR. RD
STA 18+10.31 APACHE BL



NOTE: POWER POLES TO BE
RELOCATED BY OTHERS
(4 POLES)

INSTALL SEWER BLDG. CONNECTION
PER DETAIL THIS SHEET.

508500

RED MOUNTAIN FIELD OFFICE

600 AMP C.T. CAN. PANEL & METER
(SEE DETAIL RIGHT)

ENCASE CONDUIT
WITH 3" MIN THICK
CONCRETE

PERSONNEL PARKING

INSTALL 8" DUCTILE IRON
CL 50 WATER PIPE
INSTALL UC - 84
TYPE C-2 LOCKING

508250

MATCH LINE

P.C. 2957+26.89 C/L E.F.R.

MH NO. 28
MH STA 78+82.58

SEE WATER METER & SERVICE
TAP LOCATION DETAIL SHEET C-6.44A

87750

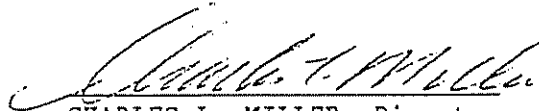
P.T. 2981+01.86 C/L E.F.R.

P.C. 2982.1

RESOLUTION

BE IT RESOLVED on this 18th day of May 1989, that I, CHARLES L. MILLER, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Highways Division, to enter into an agreement with the City of Tempe for the purpose of constructing paving of Red Mountain field office site for Phoenix Transit overnight bus parking.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted for approval and execution by the Chief Deputy State Engineer.

A handwritten signature in cursive script, appearing to read "Charles L. Miller", is written over a horizontal line.

CHARLES L. MILLER, Director
Arizona Department of
Transportation

I, Helen R. Fowler, the duly appointed City Clerk of the City of Tempe, Maricopa County, Arizona, do hereby certify the attached to be a true and exact copy of Resolution No. 89.63, passed and adopted at the Regular Council Meeting of August 24, 1989, by the Tempe City Council, Tempe, Arizona.

DATED this 25th day of August, 1989.

Helen R. Fowler
Helen R. Fowler, CMC
City Clerk

RESOLUTION NO. 89.63

A RESOLUTION OF THE COUNCIL OF THE CITY OF TEMPE, ARIZONA, AUTHORIZING EXECUTION OF AGREEMENT WITH ARIZONA DEPARTMENT OF TRANSPORTATION FOR PROVIDING FUNDS TO PAY FOR THE PAVING OF THE BUS FACILITY TO BE BUILT ON ADOT'S SITE LOCATED EAST OF THE NORTHBOUND FRONTAGE ROAD ON THE OUTER LOOP FREEWAY, S.R. 101

WHEREAS, with the construction of the Outer Loop Freeway by the State of Arizona, Department of Transportation, it will be necessary to install a bus facility site.

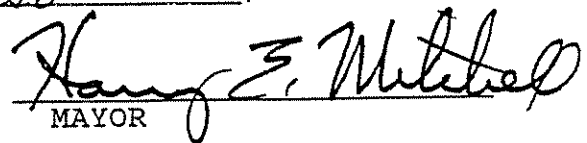
WHEREAS, with the construction of the Outer Loop Freeway, the City of Tempe has requested that paving the bus facility site be incorporated into the Outer Loop design.

WHEREAS, the State of Arizona is empowered by Section 28-108 Arizona Revised Statutes, and the City of Tempe is empowered by Section 48-572B, Arizona Revised Statutes, and Tempe City Charter, Article I, Section 1.03, to enter into an intergovernmental agreement setting forth the conditions for paving the bus facility site.

NOW THEREFORE, be it resolved by the City Council of the City of Tempe:

That the Mayor is authorized to execute said intergovernmental agreement with the State of Arizona, Department of Transportation, for providing funds to pave the bus facility site located on the Outer Loop Freeway, S.R. 101, east of the northbound frontage road south of Apache Boulevard under Project RBA 600-1-506.

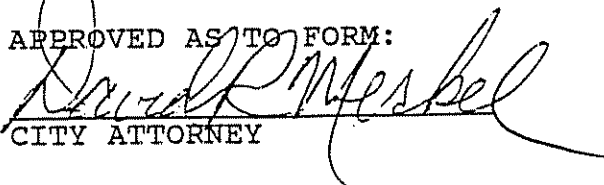
PASSED AND ADOPTED by the Mayor and City Council of the City of Tempe, this 24th day of August, 1989.


MAYOR

ATTEST:


CITY CLERK

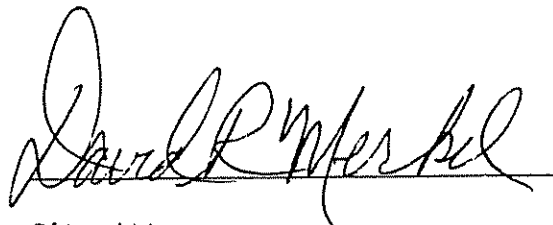
APPROVED AS TO FORM:


CITY ATTORNEY

APPROVAL OF THE CITY ATTORNEY

I have reviewed the proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, HIGHWAYS DIVISION, and the CITY OF TEMPE and declare this agreement to be in proper form and within the powers and authority granted under the laws of the State of Arizona.

DATED this 1st day of September, 1989.


City Attorney



Attorney General

1275 WEST WASHINGTON

Phoenix, Arizona 85007

Robert K. Corbin

INTERGOVERNMENTAL AGREEMENT

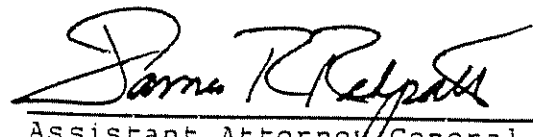
DETERMINATION

A. G. Contract No. KR89-0563-TRD is an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED this 12 day of September, 1989.

ROBERT K. CORBIN
Attorney General


Assistant Attorney General
Transportation Division